Region: Pacific N-West

## U.S. DEPARTMENT OF AGRICULTURE **FOREST SERVICE CONTRACT FOR SALE OF DECKED TIMBER**

Contract FS-2400-2 (10/2002) Page 1 of

Forest: Columbia River Gorge National Scenic A

District: North Zone

Sale Name: Hwy 14 Biomass	Contract No:		
	Procurement Contract No:		
	Award Date:		
	Termination Date: 02/27/2012		
	Legal Location: T. 3 N., R. 9 E., Section 31, W.M., Surveyed, Skamania County, Washington		

## Included Timber

Product	Species	Estimated Quantity	Unit of Measure (UOM)	Product Rate per UOM	Road Maint. Deposits per UOM	Total Products \$	Total Road Maintenance
Fuelwood	Douglas-fir and Other Species	160.00	Cords		.00		.00
	Total Quantity:	160.00		1	Total Sale Value:		.00

## **General Conditions**

Amount Payable for Timber. Purchaser shall pay to USDA Forest Service the total sale value for products and road maintenance when the contract is executed. Additional timber shall be paid for prior to removal.

Additional Timber. Forest Service may add to the contract timber cut to facilitate operations and undesignated trees damaged by Purchaser. Such timber shall be paid for at contract rates, plus deposits. Timber subject to agreement may be added to the contract, subject to agreement on volume.

Statutory Compliance. Purchaser agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations.

Use of Roads by Purchaser. Purchaser is authorized to use existing National Forest roads when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely.

Road Maintenance. If Purchaser elects to use different roads than those in Forest Service Road Maintenance Plan, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits.

Product Identification. West of the 100th meridian, before transport, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall hammer brand, with assigned brand, all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Products that require domestic processing that are eight (8) feet or more in length and one-third (1/3) or more sound must also be painted with a spot of highway-yellow paint at least three (3) square inches in size on each end that is seven (7) inches or more in diameter. All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed.

Title Passage. All right, title, and interest in and to timber shall vest in Purchaser when it has been decked and paid for. Title to any timber that has not been removed from National Forest land by Purchaser on or prior to termination date shall revert to Forest Service.

Liability for Loss. If timber is destroyed or damaged the party holding title shall bear the value loss resulting from such destruction or damage. Contract Term Adjustment. The contract term shall be adjusted to include additional calendar days equal to the actual time lost if hauling is interrupted due to causes beyond Purchaser's control or Purchaser accepts Forest Service written request to interrupt or delay operations.

Contract Term Extension. If the associated procurement contract is extended the contract term of this contract shall be extended to include additional calendar days equal to the additional time on the procurement contract.

Termination. In event the associated procurement contract is canceled, this contract shall be terminated without liability to either party due to the termination. Purchaser shall receive a refund for any included timber not removed due to termination.

Disputes. This contract is subject to the Contract Disputes Act of 1978.

## **Other Conditions**

Sale Area is designated on the ground with blue ribbon and white tags labeled "Hwy 14 Firewood".

Included Material consists of piled pieces, and may be removed in firewood or piece form. Decks of fish logs are NOT included for removal.

Protect oak trees from damage. Damage includes but not limited to scuffing bark, broken limbs, etc.

Equipment allowed for product removal shall be agreed upon by Forest Service.

Equipment must remain on roads and landings.

Do not block roads.

Slash associated with Purchaser's Operations must be piled or scattered as directed by Forest Service.

Upon completion of product removal, rip both roads 100' in length. Ripping shall be to a depth of 18". Location to start ripping is located at the end of the fish log decks. At the start of ripping, construct on each road a 4' deep trench with berm in front. Replace and bury rocks 1' deep at entrance of road near HWY 14. Locations to be designated by Forest Service.

 Contract No:
 Contract FS-2400-2 (10/2002)

 Sale Name:
 Hwy 14 Biomass
 Page
 2 of
 2

Signatures									
Witness Signature	Date		Contracting Officer Signature	Date					
Witness Signature	Date	-	Purchaser Signature	Date					
CERTIFICATION									
l,	, certify that I am the Secretary of the corporation named as								
Purchaser herein; that	who signed this contract on behalf of the Purchaser, was then								
of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its									
governing body, and is within the scope of its corporate powers.									